

LOCAL COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE STATE OF CALIFORNIA RECLAMATION BOARD
FOR
CONSTRUCTION OF FLOOD CONTROL DEVELOPMENT
OF
THE CASTLE DAM AND RESERVOIR UNIT
OF THE MERCED COUNTY STREAMS, CALIFORNIA PROJECT

THIS AGREEMENT, entered into this 20th day of November 1988, by and between the DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government"), acting by and through the Assistant Secretary of the Army (Civil Works), (hereinafter referred to as the "Secretary"), and the State of California, Reclamation Board (hereinafter referred to as "the Local Sponsor"),

WITNESSETH, THAT:

WHEREAS, the construction of the Merced County Streams, California project (hereinafter referred to as the "MCSP") was authorized by Section 201 of the Flood Control Act of 1970 (Public Law 91-611), in accordance with the recommendations of the Chief of Engineers in his Report dated 25 November 1970; and,

WHEREAS, the 1985 Supplemental Appropriations Act, (Public Law 99-88), authorizes the Secretary of the Army to initiate construction of the MCSP under terms and conditions acceptable to him as set forth below; and,

WHEREAS, the Department of the Army and the State of California Reclamation Board entered into an Agreement on 27 June 1986 for construction of the MCSP; and,

WHEREAS, the Water Resources Development Act of 1986, Public Law 99-662, specifies the cost-sharing requirements applicable to the MCSP; and,

WHEREAS, the Castle Dam and Reservoir Unit, hereinafter referred to as the "Project" is a separable element of the MCSP; and,

WHEREAS, a Feature Design Memorandum dated November 1981 for the Castle Dam and Reservoir Unit of the MCSP was approved by the Chief of Engineers on 25 June 1982, and presents the basis for final design of the Castle Dam and Reservoir Unit of the MCSP; and,

WHEREAS, the Local Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in project cost sharing and financing in accordance with the terms of this Agreement; and,

WHEREAS, the Local Sponsor has requested and been granted deferral of the initial year's cash requirement under the provisions of Section 103(1) of Public Law 99-662; and,

WHEREAS, Section 103(1) of Public Law 99-662 requires that any deferral of the Local Sponsor's initial year's cash requirement be subject to interest charges for up to six months at a rate determined pursuant to Section 106 of Public Law 99-662:

NOW, THEREFORE, in consideration of the foregoing and the benefits that shall mutually accrue to the United States and the State of California by construction of the Castle Dam and Reservoir Unit of the MCSP, the parties agree as follows:

ARTICLE I - DEFINITIONS

For purposes of this Agreement:

1. The term "Project" shall mean construction of Castle Dam on Canal Creek consisting of a 2,050-foot long, zoned, earth-fill dam rising 40 feet above the stream bed; an ungated, riser-intake outlet works with conventional stilling basin; a 180-foot wide, concrete, low ogee, perched spillway located 1,400 feet north of the dam; two homogeneous-fill dikes ranging in height from 3 feet to 8.5 feet; and minor improvements on the Main Canal from Canal Creek to Fahrens Creek.

2. The term "total project cost" shall mean all costs incurred by the Local Sponsor and the Government directly related to construction of the Project. Such costs shall include, but not necessarily be limited to, actual construction costs including costs of alterations or relocations of railroad bridges and approaches, thereto and those portions of utilities that pass under or through the project structure; costs of applicable engineering and design; supervision and administration costs; costs of project construction contract dispute settlements and awards; and the value of lands, easements, rights-of-way, relocations, and material disposal areas provided for the Project by the Local Sponsor; but shall not include any costs for betterments or operation, maintenance, inspection, rehabilitation and replacement.

3. The term "period of construction" shall mean the time from the advertisement of the first construction contract to the time the Project is completed and accepted by the Contracting Officer.

4. The term "completion of the Project" shall mean that point in time when the Government turns the completed project over to the Local Sponsor.

5. The term "Contracting Officer" shall mean the Commander of the U.S. Army Engineer District, Sacramento, or his designee.

6. The term "highway" shall mean any highway, thoroughfare, roadway, street, or other public or private road or way.

ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government, subject to and using funds provided by the Local Sponsor and appropriated by the Congress, shall expeditiously construct the Project (including alterations or relocations of railroad bridges and approaches thereto and those portions of utilities which pass under or through the project structure), applying those procedures usually followed

or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Government shall use its best effort to secure continued funding and the scheduled completion of project construction.

b. The Local Sponsor shall be afforded the opportunity to review and comment on all designs and contracts, including relevant plans and specifications, prior to the issuance of invitations for bids. The Local Sponsor also shall be afforded the opportunity to review and comment on all modifications and change orders prior to the issuance to the contractor of a Notice to Proceed. The Government shall consider adjustments to the project construction schedule when so requested by the Local Sponsor. The Government will consider the views of the Local Sponsor, but award of the contracts and performance of the work thereunder shall be exclusively within the control of the Government.

c. Following the period of construction, the Government shall turn the completed Project over to the Local Sponsor, which shall accept the Project and be solely responsible for operating, maintaining, inspecting, replacing, and rehabilitating the Project in accordance with Article VIII - OPERATION, MAINTENANCE, INSPECTION, REPLACEMENT, AND REHABILITATION, hereof.

d. As further specified in Article VI - METHOD OF PAYMENT, hereof, the Local Sponsor shall provide during the period of construction a cash contribution of 5 percent of the total project cost.

e. As further specified in Article III - LANDS, FACILITIES AND, RELOCATION ASSISTANCE hereof, the Local Sponsor shall provide all lands, easements, rights-of-way, and material disposal areas, and perform all relocations and alterations of buildings, utilities other than those portions that pass under or through the project structure, highways, railroads (except railroad bridges and approaches thereto), bridges (except abutments and additional footings that are structural and integral to the Project), sewers, and related and special facilities determined by the Government to be necessary for construction of the Project. Aerial facilities, supported by poles or other means, which, if damaged, would not normally cause adverse effects to the project structure, will be paid for by the Local Sponsor.

f. If the value of the contributions provided under paragraphs d. and e. of this Article represents less than 25 percent of the total project cost, the Local Sponsor shall provide during the period of construction, an additional cash contribution in the amount necessary to make its total contribution equal to 25 percent of the total project cost.

g. No less than once each year following completion of the Project the Local Sponsor shall inform affected interests of the degree of the protection afforded by the Project.

h. Following completion of the Project, the Local Sponsor shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their guidance and leadership in preventing unwise future development in the floodplain and in adopting such regulations as may be necessary to prevent unwise future development and to ensure compatibility with protection levels

provided by the Project.

i. Following completion of the Project, the Local Sponsor shall, to the extent of its powers, prescribe and enforce regulations to prevent any obstruction of or encroachment on the Project that would reduce the designed level of flood protection provided or that would hinder operation, maintenance, inspection, replacement, or rehabilitation of the Project. In addition, the Local Sponsor shall preserve or restore and thereafter maintain channels and diversion-of-flow structures required for conveyance of floodwaters within the project area to at least those capacities specified for the flood control system operation plan defined in the Water Control Manual. The capacity of the reach of Canal Creek between Castle Dam and Black Rascal Creek shall be maintained to a capacity of 400 cfs. The Government shall provide the Water Control Manual to the Local Sponsor upon completion of the Project.

j. The Local Sponsor shall adjust all claims regarding water rights that might be affected by the Project.

k. The Local Sponsor shall provide for continued diversion of up to 1,000 cfs of the flood flows of Fahrens Creek at the Merced Irrigation District Main Canal into Yosemite Lake.

l. No Federal funds may be used to meet the Local Sponsor's share of total project costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified by the granting agency.

ARTICLE III - LANDS, FACILITIES, AND RELOCATION ASSISTANCE

a. Prior to the advertisement of any construction contract, the Local Sponsor shall furnish to the Government all lands, easements, and rights-of-way, including suitable borrow and material disposal areas, as may be determined by the Government to be necessary for construction of the Project and related operation and maintenance of the Project and shall furnish to the Government evidence supporting the Local Sponsor's legal authority to grant rights-of-entry to such lands.

b. Upon notification from the Government, the Local Sponsor shall accomplish or arrange for accomplishment at no cost to the Government of all alterations and relocations of buildings, highways, railroads (except railroad bridges and approaches thereto), bridges (except abutments and additional footings that are structural and integral to the Project), storm drains, utilities (other than those portions that pass under or through the project structure), cemeteries, and other facilities, structures and improvements determined by the Government to be necessary for construction of the Project.

c. The Local Sponsor shall comply with the applicable provisions of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended, in acquiring lands, easements, and rights-of-way for construction and subsequent operation, maintenance, inspection, replacement and rehabilitation of the Project, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - VALUE OF LANDS AND FACILITIES

a. The value of the lands, easements, and rights-of-way that will be included in the total project cost and credited toward the Local Sponsor's share of the total project cost will be determined in accordance with the following procedures:

1. If the lands, easements, or rights-of-way are owned by the Local Sponsor as of the date this Agreement is signed, the credit shall be the fair market value of the interest at the time such interest is made available to the Government for construction of the Project. The fair market value shall be determined by an appraisal, to be obtained by the Local Sponsor, which has been prepared by an independent and qualified appraiser who is acceptable to both the Local Sponsor and the Government. The appraisal shall be reviewed and is subject to approval by the Government.

2. If the lands, easements, or rights-of-way are to be acquired by the Local Sponsor after the date this Agreement is signed, the credit shall be the fair market value of the interest at the time such interest is made available to the Government for construction of the Project. The fair market value shall be determined as specified in subparagraph 1 above. If the Local Sponsor pays an amount in excess of the appraised fair market value, it may be entitled to a credit for the excess if the Local Sponsor has secured prior written approval from the Government of its offer to purchase such interest.

3. If the Local Sponsor acquires more lands, easements, or rights-of-way than are necessary for project purposes, as determined by the Government, then only the value of such portions of those acquisitions as are necessary for project purposes shall be included in the total project cost and credited to the Local Sponsor's share.

4. Credit for lands, easements, and rights-of-way in the case of involuntary acquisitions which occur within a one-year period preceding the date this Agreement is signed or which occur after the date this Agreement is signed will be based on court awards, or on stipulated settlements that have received prior Government approval.

5. For lands, easements, or rights-of-way acquired by the Local Sponsor within a five-year period preceding the date this Agreement is signed, or any time after this Agreement is signed, credits provided under this Article will also include the actual, incidental costs of acquiring the interest, e.g., closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with the obligations under this Agreement.

b. The costs of relocations or modifications of utilities (other than those portions which pass under or through the project structure) or facilities that will be included in the total project cost and credited toward the Local Sponsor's share of the total project cost shall be that portion of the actual costs incurred by the Local Sponsor as set forth

below:

1. Highways and Highway Bridges: Only that portion of the cost as would be necessary to construct substitute bridges and highways to the design standard that the State of California would use in constructing a new bridge or highway under similar conditions of geography and traffic loads. Abutments and additional footings which are structural and integral to the Project are to be considered part of the Project and cost shared in the same proportion as the total project cost.

2. Utilities and Facilities (including Railroads, except Railroad Bridges and Approaches): Actual relocation costs, less depreciation, less salvage value, plus the cost of removal, less the cost of betterments. With respect to betterments, new materials shall not be used in any relocation or alteration if materials of value and usability equal to those in the existing facility are available or can be obtained as salvage from the existing facility or otherwise, unless the provision of new material is more economical. If, despite the availability of used material, new material is used, where the use of such new material represents an additional cost, such cost will not be included in the total project cost.

ARTICLE V - CONSTRUCTION PHASING AND MANAGEMENT

a. To provide for consistent and effective communication between the Local Sponsor and the Government during the period of construction, the Local Sponsor and the Government shall appoint representatives to coordinate on scheduling, plans, specifications, modifications, contract costs, and other matters relating to construction of the Project.

b. The representatives appointed above shall meet as necessary during the period of construction and shall make such recommendations as they deem warranted to the Contracting Officer.

c. The Contracting Officer shall consider the recommendations of the representatives in all matters relating to the Project, but the Contracting Officer, having ultimate responsibility for construction of the Project, has complete discretion to accept, reject, or modify the recommendations.

ARTICLE VI - METHOD OF PAYMENT

a. The Local Sponsor shall provide, over the period of construction, the cash amounts required under Article II.d. and II.f. - OBLIGATIONS OF THE PARTIES of this Agreement together with the interest required under Section 103(1) of the Water Resources Development Act of 1986 (Public Law 99-662). The total project cost presently is estimated to be \$8,650,000. In order to meet its share, the Local Sponsor must provide a total cash contribution presently estimated to be \$432,500 and the interest charges presently estimated to be \$10,370.

b. The Local Sponsor will defer its first-year cash requirement including the Local Sponsor's proportionate payment of Preconstruction Engineering and Design costs, plus interest charges, which will be due and payable eleven months after the date of award of the first construction contract.

c. The Local Sponsor shall provide its remaining cash contribution exclusive of the deferred initial payment in quarterly payments and in proportion to the rate of Federal annual expenditures over the period of construction in accordance with the following provisions:

1. For purposes of budget planning, the Government shall notify the Local Sponsor by May first of each year of the estimated funds that will be required from the Local Sponsor each quarter to meet its share of project costs for the following Government fiscal year.

2. For the second and subsequent Government fiscal years of project construction, the Government shall, 60 calendar days prior to the beginning of the Government fiscal year, notify the Local Sponsor of its share of project costs, for each quarter of that fiscal year. No later than 30 calendar days prior to the beginning of the fiscal year, the Local Sponsor shall deliver the first quarter's payment by check to the Finance and Accounting Officer, U.S. Army Corps of Engineers, Sacramento District, at the address specified in Article XVII - NOTICES. The second, third and fourth quarterly payments shall be made by the Local Sponsor in the same manner within thirty (30) calendar days before the first day of the respective quarters (January, April and July).

3. If at any time during the period of construction the Government determines that additional funds will be needed from the Local Sponsor to meet its required share of project costs, the Government shall so notify the Local Sponsor and the Local Sponsor, within 90 calendar days from receipt of notice, shall make the necessary funds available through the funding mechanism specified in paragraph c.2. above, or make the necessary funds available on a schedule acceptable to the Contracting Officer.

d. The government will draw on the funds provided by the Local Sponsor such sums as it deems necessary to cover contractual and in-house fiscal obligations attributable to the Project as they are incurred, as well as project costs incurred by the Government prior to the initiation of construction. As construction of the Project proceeds, the Government may adjust the amounts required to be provided under this paragraph to reflect actual project costs.

e. Upon completion of the Project and resolution of all relevant contract claims and appeals, the Government shall compute the total project cost and tender to the Local Sponsor a final accounting of its share of the total project cost. In the event the total contribution by the Local Sponsor is less than its minimum required share of the total project cost at the time of the final accounting, the Local Sponsor shall, within 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet its minimum required share of the total project cost. In the event the Local Sponsor has made cash contributions in excess of 5 percent of the total project cost, which results in the Local Sponsor having provided more than its required share of the total project cost, the Government shall within 90 calendar days of the final accounting, subject to the availability of appropriations, return said excess to the Local Sponsor; however, the Local Sponsor shall not be entitled to any refund of the 5 percent cash contribution required pursuant

to Article II.e. - OBLIGATIONS OF THE PARTIES hereof. If the Local Sponsor's total contribution under this Agreement (including lands, easements, rights-of-way, relocations, and material disposal areas provided by the Local Sponsor) exceeds 50 percent of the total project cost, the Government shall, subject to the availability of appropriations, refund the excess to the Local Sponsor within 90 calendar days of the final accounting.

ARTICLE VII - DISPUTES

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

ARTICLE VIII - OPERATION, MAINTENANCE, INSPECTION, REPLACEMENT, AND REHABILITATION

a. Upon completion of the Project, the Local Sponsor shall operate, maintain, inspect, replace, and rehabilitate the Project in accordance with the written regulations or directions prescribed by the Government.

b. The Local Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land which it owns or controls, for access to the Project and for the purpose of inspection, and, if necessary, for the purpose of completing, operating, repairing, maintaining, replacing or rehabilitating the Project. If an inspection shows that the Local Sponsor for any reason is failing to fulfill its obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Local Sponsor. If the Local Sponsor persists in such failure for 30 calendar days after receipt of the notice or fails to provide adequate assurances for fulfilling its obligations herein, then the Government shall have a right to enter, at reasonable times and in a reasonable manner, upon lands the Local Sponsor owns or controls, for access to the Project for the purpose of completing, operating, repairing, maintaining, replacing, or rehabilitating the Project. No inspection, completion, operation, repair, maintenance, replacement, or rehabilitation by the Government shall operate to relieve the Local Sponsor of the responsibility to meet its obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE IX - RELEASE OF CLAIMS

The Local Sponsor shall hold and save the Government free from all damages arising from the construction, operation, maintenance, inspection, replacement and rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS

The Government and the Local Sponsor shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred

pursuant to this Agreement to the extent and in such detail as will properly reflect the total project cost. The Government and the Local Sponsor shall maintain such books, records, documents, and other evidence for a minimum of three years after completion of the Project and resolution of all claims arising therefrom, and shall make available at their offices in California at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In acting under its rights and obligations hereunder, the Local Sponsor agrees to comply with all applicable Federal and state laws and regulations, including section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.II issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

ARTICLE XII - RELATIONSHIP OF PARTIES

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

ARTICLE XIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XIV - COVENANT AGAINST CONTINGENT FEES

The Local Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Local Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XV - TERMINATION OR SUSPENSION

a. If at any time the Local Sponsor fails to make the payments required under this Agreement, the Secretary of the Army shall terminate or suspend work on the Project until the Local Sponsor is no longer in arrears, unless the Secretary determines that continuation of work on the Project is in the interest of the United States. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on

which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

b. If the Government fails to receive annual appropriations for the Project in amounts sufficient to meet project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Local Sponsor. After 60 calendar days either party may elect without penalty to terminate this Agreement or to defer future performance hereunder; however, deferral of future performance under this Agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI - METHOD OF PAYMENT of this Agreement. In the event that either party elects to defer future performance under this Agreement, such deferral shall remain in effect until such time as the Government receives sufficient appropriations or until either party elects to terminate this Agreement.

c. Notwithstanding any other provision of this Agreement, if the award of any contract for construction of the Project would result in the total obligations and expenditures for construction of the Project exceeding \$10,400,000, the award of that contract and subsequent contracts shall be deferred until such times as both parties to this Agreement agree to resume construction of the Project.

ARTICLE XVI - OBLIGATION OF FUTURE APPROPRIATIONS

Nothing herein shall constitute or be deemed to constitute, an obligation of future appropriations by the legislature of the State of California.

ARTICLE XVII - NOTICES

a. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage-prepaid), registered, or certified mail, as follows:

If to the Local Sponsor:

Reclamation Board
1416 Ninth Street, Room 455-6
Sacramento, California 95814

If to the Government:

U.S. Army Corps of Engineers
Sacramento District
650 Capitol Mall
Sacramento, California 95814-4794

b. A party may change the address to which such communications are to

be directed by giving written notice to the other in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or on the third business day after it is mailed, as the case may be.

ARTICLE XVIII - CONFIDENTIALITY

To the extent permitted by the law governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIX - PRIOR AGREEMENTS

This Agreement supersedes and replaces the Agreement entered into between the Department of the Army and the State of California Reclamation Board executed on 27 June 1986 for construction of the Merced County Streams, California flood control project.

ARTICLE XX - ABILITY TO PAY

The Project does not qualify for a revision to the non-Federal cost share for flood control based on estimated flood control benefits and costs and on application of guidelines published as Flood Control Cost Sharing Requirements Under the Ability to Pay Provision; Interim Final Rule (Vol. 52 Federal Register pages 35872-35892, 1987 codified at (33 CFR, Sections 241.1-.6)), implementing Section 103(m) of the Water Resources Development Act of 1986.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

THE DEPARTMENT OF THE ARMY

BY: 

ROBERT W. PAGE
Assistant Secretary of the Army
(Civil Works)

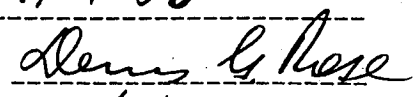
DATE: 11-30-88

THE RECLAMATION BOARD

BY: 

WALLACE MC CORMACK
President

DATE: 11-4-88


ATTEST: 

DATE: 11/4/88

CERTIFICATE OF AUTHORITY

I, Denis G. Rose, do hereby certify that I am the Counsel for the Reclamation Board, the Reclamation Board is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Reclamation Board in connection with the Merced County Streams, California Project and pay damages, if necessary, in the event of the failure to perform in accordance with Section 221 of Public Law 91-611, and that the persons who have executed the Agreement on behalf of the Reclamation Board have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed the Certificate this 4th day of November, A.D., 1988.


Counsel, Reclamation Board

WITNESSES:

Carl Ho

Jack A. Kelley
Col, US Army

Robert H. Hays

Richard Morris

Bill Hadden

Henry Aul

Ann Hinger

Jack Hays
M+J(r) US Army

Frank E. Burch

John P. Sain

Clare E. Schenning

Solby King

Robert G. Giddens

David L. Tarkenton

Joe Hager

Donald A. Dyer

Carroll King

George D. Dwyer

WITNESSES:

~~Richard A. Parker~~

Dennis G. Rose

Janet Anderson

James R. McCullough

~~James R. McCullough~~

Michael Stearn

GOVERNMENT ESTIMATE
CASTLE DAM AND RESERVOIR UNIT
OCTOBER 1988 PRICE LEVEL

FILE 1

CASTLE ESTI- MATE	1ST QUAR- TER				2ND QUAR- TER				3RD QUAR- TER				4TH QUAR- TER				FED. FY 90	1ST QUAR- TER	2ND QUAR- TER	3RD QUAR- TER	4TH QUAR- TER	FED. FY 91		
	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89			
Total Project	8,650	5,850	1,312	135	2,498	1,905	1,420	340	350	360	370	1,035	1,420	340	350	360	370	1,035	1,420	340	350	360	370	1,035
Lands	1,440	1,440	1,172	0	268	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Relocations	500	120	10	10	70	30	240	60	60	60	60	140	240	60	60	60	60	140	240	60	60	60	60	140
Construction	6,710	4,290	130	125	2,160	1,875	1,180	280	290	300	310	895	1,180	280	290	300	310	895	1,180	280	290	300	310	895
Cash (Shown below under "County")																								
Total Federal	6,280	4,000	66	119	2,037	1,778	1,100	261	271	280	288	835	1,100	261	271	280	288	835	1,100	261	271	280	288	835
Total State	1,530	1,188	888	9	264	27	216	54	54	54	54	126	216	54	54	54	54	126	216	54	54	54	54	126
Total County	840	662	358	7	197	100	104	25	25	26	28	74	104	25	25	26	28	74	104	25	25	26	28	74
Lands	360	360	293	0	67	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Relocations	50	12	1	1	7	3	24	6	6	6	6	14	24	6	6	6	6	14	24	6	6	6	6	14
Cash	430	290	64	6	123	97	80	19	19	20	22	60	80	19	19	20	22	60	80	19	19	20	22	60

ASSUMING A ONE-YEAR DELAY ON CASH PAYMENT																									
CASTLE ESTI- MATE	1ST QUAR- TER				2ND QUAR- TER				3RD QUAR- TER				4TH QUAR- TER				FED. FY 90	1ST QUAR- TER	2ND QUAR- TER	3RD QUAR- TER	4TH QUAR- TER	FED. FY 91	FED. FY 92		
	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89	FED. FY 89		
Total Project	8,650	5,850	1,312	135	2,498	1,905	1,420	340	350	360	370	1,035	1,420	340	350	360	370	1,035	1,420	340	350	360	370	1,035	0
Total Federal	6,280	4,290	130	125	2,160	1,875	890	216	284	177	213	815	890	216	284	177	213	815	890	216	284	177	213	815	-60
Total State	1,530	1,188	888	9	264	27	216	54	54	54	54	126	216	54	54	54	54	126	216	54	54	54	54	126	0
Total County	840	372	294	1	74	3	314	70	12	129	103	94	314	70	12	129	103	94	314	70	12	129	103	94	60
Lands	360	360	293	0	67	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Relocations	50	12	1	1	7	3	24	6	6	6	6	14	24	6	6	6	6	14	24	6	6	6	6	14	0
Cash	430*	0	0	0	0	0	290	64	6	123	97	80	290	64	6	123	97	80	290	64	6	123	97	80	60

*Does not include Federal interest for delayed cash payment.

CASTLE DAM AND RESERVOIR UNIT FUNDING SCHEDULES
(No Delay in Cash Payment)

TOTAL PROJECT COST BY ITEM (\$1,000's)			TABLE 2A (No Delay in Cash Payment)
Construction	Federal F.Y. 89	Federal F.Y. 90	Federal F.Y. 91
Federal Cash (County)	6,280 430	1,100 80	835 60
Subtotal Const.	6,710	1,180	895
Lands, Easements, R/W Relocations	1,440 500	0 240	0 140
Subtotal L.E.R.R.	1,940	240	140
TOTAL PROJECT COST	8,650	1,420	1,035
(Federal)	(6,280)	(1,100)	(835)
(Nonfederal)	(2,370)	(320)	(200)

NONFEDERAL PROJECT COST BY FUNDING PARTICIPANT (\$1,000's)			TABLE 2B (No Delay in Cash Payment)
	Federal F.Y. 89	Federal F.Y. 90	Federal F.Y. 91
Board			
75% L.E.R. 90% Reloc.	1,080 450	0 216	0 126
Subtotal State L.E.R.R.	1,530	216	126
County			
25% L.E.R. 10% Reloc.	360 50	0 24	0 14
Subtotal County L.E.R.R.	410	24	14
Cash	430	80	60
Subtotal County (Project)	840	104	74
TOTAL NONFEDERAL (PROJECT)	2,370	320	200
County Debt Service County Annual O&M	N/A N/A	84 0	84 0
	1,934	404	284

NONFEDERAL FUNDING SOURCES AND ANNUAL OUTLAY SCHEDULE (\$1,000's)			TABLE 2C (No Delay in Cash Payment)
PERIOD OF CONSTRUCTION		OPERATIONS & MAINTENANCE	
15-YEAR LOAN REPAYMENT PERIOD			
Item	Federal F.Y. 89	Federal F.Y. 90	Federal F.Y. 1992 - F.Y. 2003 and Beyond
BEGINNING BALANCE	0	+178	0
FUNDING SOURCES			
County			
CSAC Loan	+840	0	0
Annual Approp.	+84	+84	+130
Board			
Annual Approp.	+1,188	+216	+126
TOTAL AVAILABLE	+2,112	+478	+284
ANNUAL OUTLAY			
County			
L.E.R.R. Cash	-372 -290	-24 -80	-14 -60
Subtotal	-662	-104	-74
Debt Service O&M	-84 0	-84 0	-84 -46
Total County	-746	-188	-130
Board			
L.E.R.R.	-1,188	-216	-126
TOTAL OUTLAY	-1,934	-404	-284
BALANCE FORWARD	+178	+74	0
			0

CASTLE DAM AND RESERVOIR UNIT FUNDING SCHEDULES
(One-Year Delay in Cash Payment)

TABLE 3A
TOTAL PROJECT COST BY ITEM
(\$1,000's)

	Federal F.Y. 89	Federal F.Y. 90	Federal F.Y. 91	Federal F.Y. 92
Construction				
Federal Cash (County)	6,280	890	815	-60
	430*	290	80	60
Subtotal Const.	6,710	1,180	895	0
Lands, Easements, R/W Relocations	1,440	0	0	0
	500	240	140	0
Subtotal L.E.R.R.	1,940	240	140	0
TOTAL PROJECT COST	8,650	1,420	1,035	0
(Federal)	(6,280)	(1,180)	(815)	(-60)
(Nonfederal)	(2,370)	(530)	(220)	(60)

TABLE 3B
NONFEDERAL PROJECT COST BY FUNDING PARTICIPANT
(\$1,000's)

	Federal F.Y. 89	Federal F.Y. 90	Federal F.Y. 91	Federal F.Y. 92
Board				
75% L.E.R.	1,080	0	0	0
90% Reloc.	450	216	126	0
Subtotal State L.E.R.R.	1,530	216	126	0
County				
25% L.E.R.	360	0	0	0
10% Reloc.	50	24	14	0
Subtotal County L.E.R.R.	410	24	14	0
Cash	430*	290	80	60
Subtotal County (Project)	840	314	94	60
TOTAL NONFEDERAL (PROJECT)	2,370	530	220	60
County Debt Service	N/A	84	84	84
County Annual O&M	N/A	0	0	46
	1,644	614	304	190

*Does not include Federal interest for delayed cash payment.

TABLE 3C
NONFEDERAL FUNDING SOURCES AND
ANNUAL OUTLAY SCHEDULE
(\$1,000's)

Item	PERIOD OF CONSTRUCTION				OPERATIONS & MAINTENANCE			
	15-YEAR LOAN REPAYMENT PERIOD							
	Federal F.Y. 89	Federal F.Y. 90	Federal F.Y. 91	Federal F.Y. 92	Federal F.Y. 1993 - F.Y. 2003	Federal F.Y. 2004 and Beyond		
BEGINNING BALANCE	0	+468	+154	+60	0	0		
FUNDING SOURCES								
County								
CSAC Loan	+840	0	0	0	0	0		
Annual Approp.	+84	+84	+84	+130	130	+46		
Board								
Annual Approp.	+1,188	+216	+126	0	0	0		
TOTAL AVAILABLE	+2,112	+768	+364	+190	+130	+46		
ANNUAL OUTLAY								
County								
L.E.R.R.	-372	-24	-14	0	0	0		
Cash	0	-290	-80	-60	0	0		
Subtotal	-372	-314	-94	-60	0	0		
Debt Service	-84	-84	-84	-84	-84	0		
O&M	0	0	0	-46	-46	-46		
Total County	-456	-398	-178	-190	-130	-46		
Board								
L.E.R.R.	-1,188	-216	-126	0	0	0		
TOTAL OUTLAY	-1,644	-614	-304	-190	-130	-46		
BALANCE FORWARD	+468	+154	+60	0	0	0		